

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application of:	Oshlack et al.	Confirmation No.:	2376
Serial No.:	10/690,389	Art Unit:	1619
Filed:	October 21, 2003	Examiner:	LEA, Christopher Raymond
For:	MELT-EXTRUDED ORALLY ADMINISTRABLE OPIOID FORMULATIONS	Attorney Docket No.:	6750-362-999
		CAM No.:	305158-999362

TERMINAL DISCLAIMER

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

Your undersigned, **Philip C. Strassburger**, represents that he holds the position of Vice President, Intellectual Property Counsel at **Purdue Pharma L.P.**, the assignee of the entire right, title and interest in and to the above-identified application, U.S. Patent Nos. 5,958,452, 5,965,161, 6,261,599, 6,335,033, 6,706,281, 6,743,442, and 7,510,727, and U.S. Application No. 12/372,460. In particular, the above-identified application is a continuation of U.S. Application No. 09/777,616, filed February 6, 2001, now U.S. Patent No. 6,743,442, which is a continuation of U.S. Application No. 09/360,056, filed July 23, 1999, now U.S. Patent No. 6,261,599, which is a continuation of U.S. Application No. 08/833,948, filed April 10, 1997, now U.S. Patent No. 5,958,452, which is a continuation-in-part of PCT Application No. PCT/US95/14745, filed November 3, 1995, which is a continuation-in-part of U.S. Application No. 08/334,209, filed November 4, 1994, now U.S. Patent No. 5,965,161.

In addition, U.S. Application No. 12/372,460, filed February 17, 2009, is a continuation of U.S. Application No. 10/745,950, filed December 23, 2003, now U.S. Patent No. 7,510,727, which is a continuation of U.S. Application No. 10/038,867, filed January 2, 2002, now U.S. Patent No. 6,706,281, which is a continuation of U.S. Application No. 09/358,828, filed July 22, 1999, now U.S. Patent No. 6,335,033, which is a continuation of U.S. Application No.

08/334,209, filed November 4, 1993, now U.S. Patent No. 5,965,161.

Inventors Benjamin Oshlack, Mark Chasin, Hua-Pin Huang, and David Sackler assigned their rights in both the above-identified application and U.S. Patent Nos. 5,958,452, 6,261,599, and 6,743,442 by virtue of a chain of title as shown below:

- (1) assignment of U.S. Patent No. 5,958,452 from the inventors to Euro-Celtique, S.A., which assignment was recorded on September 11, 1997 at Reel 008711, Frame 0757; and
- (2) assignment of the above-identified application and U.S. Patent Nos. 5,958,452, 6,261,599, and 6,743,442 from Euro-Celtique S.A. to Purdue Pharma L.P., which assignment was recorded on July 10, 2008 at Reel 021217, Frame 0075.

Inventors Benjamin Oshlack, Mark Chasin, and Hua-Pin Huang assigned their rights in U.S. Patent No. 5,965,161 by virtue of a chain of title as shown below:

- (1) assignment of U.S. Patent No. 5,965,161 from the inventors to Euro-Celtique, S.A., which assignment was recorded on December 27, 1994 at Reel 007276, Frame 0690; and
- (2) assignment of U.S. Patent No. 5,965,161 from Euro-Celtique S.A. to Purdue Pharma L.P., which assignment was recorded on March 21, 2007 at Reel 019035, Frame 0779.

Inventors Benjamin Oshlack, Mark Chasin, and Hua-Pin Huang assigned their rights in U.S. Patent Nos. 6,335,033, 6,706,281, and 7,510,727, and U.S. Application No. 12/372,460 by virtue of a chain of title as shown below:

- (1) assignment of U.S. Patent No. 5,965,161 from the inventors to Euro-Celtique, S.A., which assignment was recorded on December 27, 1994 at Reel 007276, Frame 0690; and
- (2) assignment of U.S. Patent Nos. 6,335,033, 6,706,281, and 7,510,727 from Euro-Celtique S.A. to Purdue Pharma L.P., which assignment was recorded on July 10, 2008 at Reel 021217, Frame 0075.

The undersigned, on behalf of Purdue Pharma L.P., hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the above-identified application which would extend beyond the expiration date of U.S. Patent Nos. 5,958,452,

5,965,161, 6,261,599, 6,335,033, 6,706,281, 6,743,442, and 7,510,727, and any patent granted on U.S. Application No. 12/372,460, and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to U.S. Patent Nos. 5,958,452, 5,965,161, 6,261,599, 6,335,033, 6,706,281, 6,743,442, and 7,510,727, and any patent granted on U.S. Application No. 12/372,460.

The undersigned further agrees that this agreement is to run with any patent granted on the above-identified application and is to be binding upon the grantee, its successors, and assigns and that any patent granted on that application or any patent subject to a reexamination proceeding shall be enforceable only for and during such period that said patent is commonly owned with the application or patent which formed the basis for the rejection.

The undersigned does not disclaim any terminal part of any patent granted on the above-identified application prior to the expiration date of the full statutory term of U.S. Patent Nos. 5,958,452, 5,965,161, 6,261,599, 6,335,033, 6,706,281, 6,743,442, and 7,510,727, and any patent granted on U.S. Application No. 12/372,460, in the event that said patent later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. 1.321(a), has all claims canceled by a reexamination certificate, is reissued, or is otherwise terminated prior to the expiration of its full statutory term, except for the separation of legal title stated above.

The undersigned hereby confirms that he has reviewed all the assignments and, to the best of his knowledge and belief, title in the above-identified application, U.S. Patent Nos. 5,958,452, 5,965,161, 6,261,599, 6,335,033, 6,706,281, 6,743,442, and 7,510,727, and U.S. Application No. 12/372,460 is in the assignee seeking to take action in this matter and that the undersigned is empowered to act on behalf of the assignee, Purdue Pharma L.P.

The undersigned hereby declares that all statements made herein of his own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Signed this 1 ^{February} day of ~~January~~, 2010

Purdue Pharma L.P.

By:

Name:



Philip C. Strassburger

Position/Title

**Vice President, Intellectual Property
Counsel**